



Miami-Dade County
Kimberly Craig
kcraig@miamidade.gov

RE: Backfile Scanning and Scanning Services Pre-Qualification Pool

To Whom It May Concern:

The County has established contract 8191-5/20 for Backfile Scanning and Scanning Services Pre-Qualification Pool. The purpose of this solicitation is to pre-qualify vendors for future pricing competition for all scanning services. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth in Section 3. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by Miami-Dade County Departments in order to obtain price quotations for the provision of scanning services.

For participation in the pool contract, you will need to review the associated solicitation and complete the Bid Submittal Section 4. In addition to the Bid Submittal, please provide a copy of your certificate of insurance that complies with the requirements of Section 2, 2.11 of the solicitation document, naming Miami-Dade County as an additional insured. To assist new vendors with the insurance process go to the following link: http://www.miamidade.gov/dpm/New_Insurance_Process_For_Vendors.asp. Additionally, if you have not completed the new vendor registration application please go to www.miamidade.gov/dpm and obtain the new vendor registration package to fill out. If your firm is already registered with Miami-Dade County, you do not need to fill out the vendor registration application.

Once completed, please send scanned copies of all requested documents via email and then send the originals to Kimberly Craig, Procurement Contracting Officer, at the above referenced email address.

Pursuant to Miami Dade County Ordinance #97-215, all awards issued under Contract No. 8191-5/20 will be subject to the Independent Private Sector Inspector General requirements. This ordinance requires a ¼ of 1% reduction from the total price of the vendor's invoice. Additionally, pursuant to Miami-Dade Budget Ordinance 03-192, which implements the User Access Program (UAP), new contract awards issued by DPM require a 2% reduction from the total price of any vendor invoice issued pursuant to that contract to help fund County procurement operations.

If you have questions regarding this process, please feel free to contact Kimberly Craig at (305)375-1443 or kcraig@miamidade.gov.

Please acknowledge compliance by signing this letter and sending to the above address with your document package.

Signature

Date

ALL TERMS, COVENANTS, AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT



8191-5/20

**BACKFILE SCANNING AND SCANNING SERVICES PRE-QUALIFICATION POOL
VENDOR CHECK LIST**

- ☐ Vendor Registration (*If you have not provided it already*)
- ☐ Section 4
 - Bid Ceiling Rates
 - Local Support Information
 - Equipment Listing
 - Attachment A – Questionnaire
 - Attachment B – Reference Form
- ☐ Insurance Certificate
- ☐ Affirmation of Affidavits



MIAMI-DADE COUNTY, FLORIDA

INVITATION
TO BID

BACKFILE CONVERSION AND SCANNING SERVICES

INITIAL TERM OF THREE YEARS WITH FIVE TWO YEAR OPTIONS TO RENEW
AT THE COUNTY'S SOLE DISCRETION.

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	NA/
EQUIPMENT LIST:	Section 2, 2.30, Section 4, page 22, & Attachment A, 5a,6b
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	Section 2, 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	Section 2, 2.3
SMALL BUSINESS ENTERPRISE MEASURE:	Section 2, 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	Section 2, 2.21
WRITTEN WARRANTY:	Section 2, 2.19

FOR INFORMATION CONTACT:

Leida Altman Carrillo, Sr. Procurement Contracting Agent at (305)375-1084, or at
lcarril@miamidade.gov

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
TECHNICAL SERVICES DIVISION

IMPORTANT NOTICE TO BIDDERS:

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 25 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR
BID NON-RESPONSIVE

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

BID NUMBER: 8191-5/20

BACKFILE CONVERSION & SCANNING SERVICES

SR. PROCUREMENT CONTRACTING AGENT: LEIDA ALTMAN CARRILLO

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM WILL
RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS
SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.

Enrolled Vendor – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002**, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

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or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Purchasing Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments

due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do

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GENERAL TERMS AND CONDITIONS

business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a **valid** occupational license, issued by Miami-Dade County **at** least one year prior to bid or proposal submission, **that** is appropriate for the goods, services or construction **to** be purchased;
2. a business that has **physical** business address located within the limits of Miami-Dade County from which the vendor operates or performs **business**. Post Office Boxes are not verifiable and shall **not** be used for the purpose of establishing said **physical** address; and
3. a business that **contributes** to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This **may** include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the **vendor** shall affirm in writing its compliance with either **of** the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at **least** ten (10) **permanent** full time employees, or **part** time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) **that** live in Miami-Dade County, or at least 25% **of** its employees that live in Miami-Dade County, **or**
 - (b) vendor **contributes** to the County's tax base by paying either **real** property taxes or **tangible** personal property taxes **to** Miami-Dade County, **or**
 - (c) some other **verifiable** and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and **final** bid equal to or lower than the amount of the low bid previously **submitted** by the non-local business.

At this time, there is an interlocal **agreement** in effect between Miami-Dade and Broward Counties until **September** 2007. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local **business** pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences **prior** to and will extend beyond the expiration date of the current **contract** period shall, unless terminated by mutual written agreement **between** the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for **contract** award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all **participants** in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the County work day after the filing of the County Manager's recommendation. Such written intent to protest shall state the **particular** grounds on which it is based and shall be accompanied by a **filing** fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, **payable** to the Clerk of the Board, in accordance with the **schedule** provided below:

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<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County work days after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of

defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A. In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B. A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE: TO PRE-QUALIFY VENDORS BY CATEGORY(IES)

The purpose of this solicitation is to pre-qualify vendors by category for future pricing competition for all Backfile Conversion and Scanning Services. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth in Section 3, Technical Specification. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of Backfile conversion and Scanning Services.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (BID PREFERENCE)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid for ITB actions conference will be held on Friday, March 30, 2007, 11:30 pm to 1:30 pm at the Stephen P. Clark Center located at 111 NW 1st Street, Suite 1300, Miami, Florida 33128. The Pre-Bid Conference will be held in Conference Room A. The pre-bid will discuss the special conditions and specifications included within this solicitation. It is recommended that one representative from each firm interested in proposing be in attendance.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

2.4 TERM OF CONTRACT: THREE YEARS WITH FIVE TWO YEAR OPTIONS TO RENEW

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Technical Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the initial three year period.

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SPECIAL CONDITIONS

2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL TWO YEAR TERMS:

The initial contract prices resultant from this solicitation shall prevail for a three (3) year(s) period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) two (2) year periods. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.6 METHOD OF AWARD TO PRE-QUALIFIED VENDORS BY CATEGORY

Award of this contract will be made to the lowest responsive, and responsible bidders who meet the Category Pre-qualification criteria for each area of expertise. The vendor Pre-qualification Questionnaire (Attachment A), which is attached and included as part of this document will be used to determine the qualifications of individual vendors. As a condition for being included in the pool of pre-qualified vendors, the vendor must meet all minimum requirements specified on the questionnaire. In addition, vendors wishing to be pre-qualified shall provide references on the appropriate Reference Form provided (Attachment B). The County will contact the referenced firms to obtain information as to the bidders competence and ability to perform. If as a result of such inquiries, evidence surfaces that the vendor seeking to be pre-qualified has not performed in the past at the level expected in the future by the County, the County at its sole discretion may not offer the potential vendor an opportunity to be a pool member. A minimum of three (3) references must be provided. The County reserves the right, at any time, to require additional references.

Vendors may be qualified at the inception or at anytime during the term of the contract resulting from this solicitation. For each project to be awarded under this solicitation, the County will develop a Statement of Work and solicit proposals from all vendors who have been pre-qualified for the applicable area(s) of expertise.

SECTION 2
SPECIAL CONDITIONS

As part of the solicitation process, the County will advise the participants the method that will be used to select the successful proposal:

1) When price is the only determinant, the vendor offering the lowest responsive and responsible proposal will be selected to begin developing a mutually agreeable Statement of Work that is consistent with the terms established under this Contract and specifications in the Request for Quotes. The County's decision as to what constitutes a responsive, and responsible proposal shall be final; or

2) When qualitative considerations are part of the selection process, as well as pricing, then a panel established by the County will conduct an evaluation process. The panel will rank the proposals based on the established criteria, and will subsequently begin negotiating a Statement of Work with the vendor whose proposal was the highest ranked. If the County and the highest ranked vendor cannot achieve contract with respect to the Statement of Work, then at the County's option, the County will begin negotiations with the next highest ranked vendor, or begin a new solicitation process.

Pricing submitted with proposals, in response to the County's Request for Quotes must be held fixed for a period of no less than 60 calendar days, to allow for time to award the project. If the project is not awarded within 60 calendar days, the County will allow the apparent lowest bidder the opportunity to extend such prices for another 30 calendar day period. If the vendor is unable to extend such prices, then the County shall issue a new Request for Quotes for the same project.

Pre-qualified vendors are required to submit bona fide proposals in response to Requests for Quotes issued by the County. Failure to respond to three or more Requests for Quotes for which the vendor has been pre-qualified, within a twelve-month period may result in vendor being removed from the pool of pre-qualified vendors. .

When less than three bona fide responses to Requests for Quotes are received, the County, at its option may reject the responses and issue a new Requests for Quotes, use another procurement instrument to acquire the services, or seek to negotiate the prices with the vendor offering the lowest or only price as a result of the solicitation.

Category A – Backfile Conversion

Category B – Scanning Services

Category C – Other Scanning Services

2.7 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS:

If the Bidder is awarded a contract under this bid solicitation, the prices offered by the Bidder shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications".

a) Bid Ceiling Rates:

SECTION 2
SPECIAL CONDITIONS

The bidder's rates shall not exceed the Bid Ceiling Rate listed Section 4 for Category A "Backfile Conversion and Scanning Services", Category B "Scanning Services", and Category C "Other Scanning Services". ***Each Statement of Work solicited under this contract will require the vendor to provide pricing for the required tasks. Responses which contain prices higher than the Bid Ceiling Rates listed below will be considered non-responsive and will not be evaluated by the Department.***

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE:

(1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section a copy of the insurance certificate:

**Department of Procurement Management
Administration Division
111 NW 1st Street Suite 1300
Miami, Florida 33128**

Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period;

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including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.24 of this solicitation.

Department of Procurement Management
Technical Services Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED

2.14 CERTIFICATIONS: INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: INVOICE FOR SINGLE DELIVERY

The vendor shall submit an invoice to the County user department(s) that requested the items through a purchase order. The date of the invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

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III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts
- Re-Do's No Charge

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information
:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED

2.19 GUARANTEE SHOULD BE SUPPLIED IN WRITTEN FORM:

Written guarantees should be submitted with the initial offer; however, the vendor may be given the opportunity to submit the guarantee to the County during the evaluation period. At such time the vendor shall be given fifteen (15) calendar days to submit the information. Failure to meet this requirement may result in rejection of the offer. The vendor hereby agrees to investigate any or all complaints resulting from items and/or services supplied by the vendor and must agree to accept the return of any items and/or services not found acceptable. Refunds shall be either by check or a credit memorandum, whichever method is selected by the County.

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Leida Altman Carrillo, Sr. Procurement Contracting Agent via

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email at lcarril@miamidade.gov. Please be sure to include a copy to the clerk of the board, clerkBCC@miamidade.gov

2.21 UAP:COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY

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SPECIAL CONDITIONS

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.23 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.24 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The vendor shall state in its offer the number of calendar days from the date of the Notice to Proceed in which it will guarantee to complete the work, repair, and/or service. A verbal instruction from an authorized County representative shall constitute sufficient notice to the vendor to commence work. Time for completion may be considered a factor in determining the vendor to whom award will be made, if so stipulated in provision 2.6 entitled "Method of Award". The completion date shall not exceed 30 calendar days after the effective date of the Notice to Proceed.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails

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to honor this invoice or credit memo, the County may terminate the contract for default.

2.25 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five 5 business days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within 30 calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.26 DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.27 EMERGENCY SERVICE:

The vendor shall provide service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.). Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within 24 hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within 24 hours

SECTION 2
SPECIAL CONDITIONS

after notification by the County.

2.28 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.29 LOCAL SUPPORT SHALL BE AVAILABLE

The vendor shall provide local support as defined within the geographic boundaries of Miami-Dade or Broward Counties in Florida. The support shall be provided by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The local support information must be provided with the proposal response as this is a requirement of the Miami-Dade County.

2.30 LOCATION AND DESCRIPTION

The property subject to this solicitation is located at Vendor Address, Florida and consists of list of your machines and capabilities.

SECTION 3
Technical Specifications
Backfile Conversion and Other Scanning Services

3.1 SCOPE OF WORK

The objective of these specifications is to procure Backfile Conversion and Scanning Services, and other scanning services for use by Miami-Dade County Departments. These services will provide a permanent and secure storage media should there be a loss of data due to the day to day handling of the files or in the event of a natural disaster.

Public Record defined as: Public records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Electronic records must meet a higher standard of accuracy than ordinary paper records, especially since data can be readily altered. All vendors must be able to ensure the accuracy of electronic records submitted on all projects completed for Miami-Dade County.

Samples: Each vendor will be required to provide acceptable samples of work to ensure satisfactory performance. The tolerances and quality will be defined and reviewed by the user department dependant upon the scope of work for each project.

General: The Vendors shall provide Miami-Dade County with a comprehensive approach to work based on the Vendors expertise and the estimated volume and provide a framework and time frame for implementation in phases from start to end on each Scope of Work. Vendor will provide any and all necessary expertise, hardware, software, equipment and staff necessary to perform document preparation, integrating, scanning, coding and indexing services for Miami-Dade County user's department's dependant upon the scope of work for each project.

References: Vendor shall provide a list of at least three (3) references from established commercial businesses or government agencies which the Contractor has established a business relationship supplying the services with the volume and scope as specified under this Agreement. A reference form is attached for your company.

Product Handling: The Vendor (by a security cleared personnel) shall pick up as required by department Miami-Dade County boxed files from the designated Miami-Dade County Department's address and deliver same boxed files and labeled CD-Rom(s) to the appropriate Miami-Dade County Departments.

Scanning Services: The Vendor shall provide all scanning functions requested. The retrieval, scanning and return of Miami-Dade County files. The Vendor shall follow without exception the user department's requirement specification to properly read the Batch ID, Formats, and Labeling of Boxes in Batch, Deliverable Media and Labeling, Priorities, Reporting, Per Page Quality Control, and Indexing.

Scanning Process: The Vendor shall submit within the proposal a detailed description of their scanning Policy and Procedures, including but not limited to, personnel and other security procedures, hardware/software products used and turn around time(s). The pick up, delivery

SECTION 3
Technical Specifications
Backfile Conversion and Other Scanning Services

and how the Vendor will transport all document boxes within an enclosed vehicle. Damage to Miami-Dade County's files due to exposure to weather will result to termination of contract due to negligence. The vendor, upon securing possession of the Miami-Dade County's files, shall immediately store those files/documents in an enclosed, lockable office. The vendor shall always keep the County's files in the locked controlled environment.

Personnel: The Vendor shall have background security cleared designated personnel to Miami-Dade County's files. If the designated personnel change, the vendor shall submit written notification with security clearance to the Miami-Dade County's representative. The Proposers shall give Miami-Dade County forty-eight (48) hours notice prior to changing personnel. Miami-Dade County will examine all vendors' employee files, background checks and records.

Security: The Vendors will, produce a copy of the security procedures to be audited and accepted by Miami-Dade County. If security procedures are unacceptable Miami-Dade County does not have to enter into a contract agreement with vendor.

Back up Contingency/Hurricane Disaster Plan: Vendor must submit a Back up Contingency Plan of how scanning services will continue in the event the vendor experiences any type of equipment, network problems and staffing issues.

A Hurricane disaster Preparedness/Recovery plan should include procedures and methods for preventing damage and the reconstruction of records damaged in a disaster. Plans should also include procedures and methods for the resumption of operations.

Risk of Loss: The vendor assumes the risk of loss or damage to the County's property during possession. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts (negligent or not) of the vendor or a third party.

The vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatever in connection therewith and shall defend all suits, in the name of the County when applicable.

Definition of Batch: Each Batch will be defined by each Miami-Dade County Department. A batch shall be considered a unit of work. Batch size is critical because it will ultimately determine the number of items that need to be inspected. A batch will enable the user department to ensure accountability, performance measures, and referencing in maintaining the integrity of its property. All documents associated with the batch must be returned as a unit. Each user department will identify the content/format of the batches used.

Proper Labeling of Boxes in a Batch: The Miami-Dade County Departments will label each box properly and advise the vendor of content/format.

Media: All image files shall be returned to the user departments in the requested content/format. Each media shall be uniformly labeled as requested by Miami-Dade County Department.

SECTION 3
Technical Specifications
Backfile Conversion and Other Scanning Services

Reporting: Vendor shall provide a cumulative report indicating the documents contained in a batch. The report shall be as specified by Miami-Dade County Departments content/format.

Quality Control/Assurance: Quality control establishes appropriate controls of inspection necessary to ensure acceptable quality levels (department defined) are met by detecting and correcting errors. Vendor will perform quality control on each scanned document. The Miami-Dade County Department(s) will perform quality checks on scanned work. In the event that there are missing, duplicate or unacceptable images (blurry, unclear, wrong orientation, crooked, mis-scanned, black edges (should have been cropped), too dark, too light, illegible, folded corners, etc. Items requiring reprocessing shall be batched and resubmitted by user department in a re-do batch. **Re-do** Batch will be a priority and shall be returned to the appropriate Miami-Dade County Department within five (5) business days of receipt. The vendor will incur all cost of reprocessing the re-do batches the County shall not be charged. The quality of the images should be at the same approved level as produced in the test sample(s).

For each attribute selected and defined, a level of acceptability will be established by department:

- Scanning Resolution
- Image Legibility
 - Individual letters, numbers, and symbols
 - Combinations of letters, numbers, and symbols forming words or sentences
 - Graphics such as signatures, logos, pictures, etc.
 - Other features of records such as color, shape, texture, etc., that relate to the content of the information.
- Image Skew
- Image Rotation
- Image Cropping
- Index Data Accuracy
- Image and Index format compliance with the system upload requirements.
- Document Type accuracy
- Image File Format
- Data Format

Indexing: All scanned objects shall be indexed in accordance with the worksheet provided by user departments.

SECTION 3
Technical Specifications
Backfile Conversion and Other Scanning Services

Electronic Record Storage: Obtain recording media with a guarantee of 10 years or more of readability and is based upon documented accelerated aging test. Scanning density with a minimum of 300 dots per inch is required for recording electronic records. Record (master) copies of digital images must be stored in accordance with the TIFF 6.0 specification or as a secondary images can be accepted in Adobe PDF latest version.

TYPE OF DOCUMENTS TO BE PROCESSED

Scanning Specs

Document sizes to be scanned

- Post-it notes
- Scraps of paper
- Business cards
- 5½ x 8½
- 8½ x 11 – Black & White
- 8 ½ by 11 – Color
- 8½ x 14
- 11 x 17
- 24 x 36
- 36 x 36
- Engineering Drawings (E-Size) (Color) (Black & White)
- Mailers (5 ½" X 9 ½")
- Photographic Pictures (Color)
- Bound Documents (Technical Reports or Manuals)
- Mailers (5 ½" X 9 ½")

Paper types to be scanned

- Bond
- Onion skin
- Card stock
- Carbonless Paper

Color Type

- Color
- Grayscale
- Black and White

Edits

- Rotation
- Image correction

SECTION 3
Technical Specifications
Backfile Conversion and Other Scanning Services

- Black edges

Output

- Simplex
- Duplex

Types of Media

- 16/35 mm roll/Blipped or Un-Blipped film
- Various lengths: 100' and 215' most common
- Various types: Microfiche, COM Microfiche, Jackets
- Aperture Card

CD

- All files will be burned or written to a CD in storage cases
- Record (master) copies of digital images must be stored in accordance with the TIFF 6.0 specification.
- All images on CD will be scanned at an acceptable resolution based on the document scanned.
- All image sizes will be in accordance/accepted size from approved samples.
- The CD will have a label affixed specifying Miami-Dade County Department, list of scanned records based on From and To with date, and Quality Control approval, system used and software used at the time of creation
- Re-dos will be labeled as Re-dos as well as the above information and Quality Control approval.

Return Requirements

- Quality Control Approval
- CD-ROM (no duplicate media).
- Returning Source documents to be unattached, in original folder and boxed in original order.
- Reporting as requested by user department.

Submit Bid To:
Department Procurement
Management
Stephen P. Clark Center
111 NW 1st Street
Suite 1300
Miami, Florida 33128-1983

CONVERSION AND SCANNING SERVICES

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

**BACKFILE CONVERSION AND SCANNING SERVICES**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
 MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: Leida
 Altman Carrillo

DPM
 Technical Services
 Division

Date Issued:
3/23/2007

This Bid Submittal Consists
 of Pages 17 through 25.

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Purchasing Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: 920-38

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
 PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
 INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 25 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER
 YOUR BID NON-RESPONSIVE**

BACKFILE CONVERSION AND SCANNING SERVICES

The pricing provided in the below table is a requirement for the pre-qualification pool for each vendor. The prices listed below are a ceiling price. Each individual Statement of Work will be negotiated between the responsive vendor and the user department.

Bid Ceiling Rates:

The bidder's rates shall not exceed the Bid Ceiling Rate listed below in Category A "Backfile Conversion and Scanning Services", Category B "Scanning Services", and Category C "Other Scanning Services". ***Each Statement of Work solicited under this contract will require the vendor to provide pricing for the required tasks. Responses which contain prices higher than the Bid Ceiling Rates listed below will be considered non-responsive and will not be evaluated by the Department.***

CATEGORY A - BACKFILE CONVERSION

		Ceiling Rate	Ceiling Rate
Item	Description	Unit Price per Image	Price per Thousand Images
	Various Documents Black and White to be scanned to CD	\$	\$
1.	Base Price For: Small Amount of Prep Work		
	• Pick Up originals	\$	\$
	• Index to CD	\$	\$
	• Quality Control All images	\$	\$
	• Labeled CD	\$	\$
	• Return to origin	\$	\$
	• Staples ,Paper clips, Binder Clips, Taking off and putting back on notes	\$	\$
	TOTAL	\$	\$
2.	Base Price For: Medium Prep Work		
	• Pick Up originals	\$	\$
	• Index to CD	\$	\$
	• Quality Control All images	\$	\$
	• Labeled CD	\$	\$
	• Return to origin	\$	\$
	• Staples ,Paper clips, Binder Clips, Taking off and putting back on notes	\$	\$
	TOTAL	\$	\$
3.	Base Price for: Heavy prep work		

BACKFILE CONVERSION AND SCANNING SERVICES

	• Pick Up originals	\$	\$
	• Index to CD	\$	\$
	• Quality Control All images	\$	\$
	• Labeled CD	\$	\$
	• Return to origin	\$	\$
	• Staples, Paper clips, Binder Clips, Taking off and putting back on notes	\$	\$
	TOTAL	\$	\$

CATEGORY B – SCANNING SERVICES

		Ceiling Rate	Ceiling Rate
Item	Description	Unit Price per image	Thousand Price per images
	Various Documents Black and White to be scanned to CD	\$	\$
1.	Base Price for: Small amount of prep work		
	• Pick Up originals	\$	\$
	• Index to CD	\$	\$
	• Quality Control All images	\$	\$
	• Labeled CD	\$	\$
	• Return to origin	\$	\$
	• Staples ,Paper clips, Binder Clips, Taking off and putting back on notes	\$	\$
	TOTAL	\$	\$
2.	Base Price for: Medium prep work		
	• Pick Up originals	\$	\$
	• Index to CD	\$	\$
	• Quality Control All images	\$	\$
	• Labeled CD	\$	\$
	• Return to origin	\$	\$
	• Staples ,Paper clips, Binder Clips, Taking off and putting back on notes	\$	\$
	TOTAL	\$	\$
3.	Base Price for: Heavy prep work		
	• Pick Up originals	\$	\$
	• Index to CD	\$	\$
	• Quality Control All images	\$	\$

BACKFILE CONVERSION AND SCANNING SERVICES

	• Labeled CD	\$	\$
	• Return to origin	\$	\$
	• Staples, Paper clips, Binder Clips,	\$	\$
	• Taking off and putting back on notes	\$	\$
	TOTAL	\$	\$

CATEGORY C – OTHER SCANNING SERVICES

		Ceiling Rate	Ceiling Rate
Item	Description	Unit Price per image	Thousand Price per images
	COLOR SCANNING SERVICES		
	• 8 ½ X 11	\$	\$
	• 8 ½ X 14	\$	\$
	• E-Size	\$	\$
	LARGE FORMAT BLACK AND WHITE		
	• E-Size	\$	\$
	SERVICES		
	• Indexing Services	\$	\$
	35mm FILM TO IMAGE		
	• Covert frames from Reels to 35mm film x 100 ft long to image (each reel has various quantities of frames)	\$	\$
	• Remove/redact Social Security numbers from images on 35mm film	\$	\$
	• Receiving an FTP File	\$	\$
	Other Services (Optional)	\$	\$

***Note: Vendor may add other scanning services not listed to Category C or attach a price list of other services.**

BACKFILE CONVERSION AND SCANNING SERVICES

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

BACKFILE CONVERSION AND SCANNING SERVICES

LOCAL SUPPORT INFORMATION

Firm Name		
Address		
City	State	Zip
Contact Person	Phone Number	
Fax Number	E-mail address	

EQUIPMENT LISTING (TO BE SUBMITTED WITH THE BID)

Scanner Model	Speed (ppm) Portrait	Feeder Duty Cycle	Daily Capacity	USED OR NEW

Scanner Model	Speed (ppm) Landscape/Portrait	Feeder Duty Cycle	Daily Capacity	USED OR NEW

BACKFILE CONVERSION AND SCANNING SERVICES

**BID SUBMITTAL FORM**
Backfile Conversion and Scanning Services

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**
COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

BACKFILE CONVERSION AND SCANNING SERVICES

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes _____ No _____

And

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____ Fax No. _____

Email Address: _____

FEIN No. __/__/__-__/__/__/__/__/__

Prompt Payment Terms: ____% ____ days net ____ days

****By signing this document the bidder agrees to all Terms**

BACKFILE CONVERSION AND SCANNING SERVICES

**(Please see paragraph 1.2 H of General Terms and Conditions) and
Conditions of this Solicitation and the resulting Contract”**

Signature:

(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.

BACKFILE CONVERSION AND SCANNING SERVICES

ATTACHMENT A QUESTIONNAIRE

BACKFILE CONVERSION AND SCANNING SERVICES

MANDATORY QUESTIONS FOR AREA OF EXPERTISE:

All respondents must answer these questions.	Yes	No	Comments
1. Do you have three (3) or more employees on staff or under contract to be employed in the event that a project is awarded to your company?			
1a. If yes: How many employees on staff? ____			
1b. How many employees under contract? ____			
2. Has your company been in business performing work in scanning services for a minimum of two (2) years?			
2a. If yes: If so, how many years? ____			
3. Do you have quality and control staff?			
3a. If so, how many employees? ____			
4. Do you have quality control policy?			
4a. If yes submit a copy with this bid.			
5. Do you have new scanning equipment?			
*5a. If yes submit a list of new equipment with this bid.			
6. Do you have used equipment?			
6a. If so, how old is the equipment? ____			
*6b. Submit a list of used equipment with this bid.			
6c. Do you have in-house qualified employees to repair your equipment?			
6d. If so, how many are qualified? ____			
6e. Or do you call for service? ____			

BACKFILE CONVERSION AND SCANNING SERVICES

6f. What is the turn around time for service? _____			
---	--	--	--

*** A full listing of all equipment to be used in conjunction with this contract shall be submitted with the bid.**

BACKFILE CONVERSION AND SCANNING SERVICES

ATTACHMENT B

REFERENCES FORM

BACKFILE CONVERSION AND SCANNING SERVICES**REFERENCES: PLEASE PROVIDE THREE (3) CLIENT REFERENCES.****List References Below:****Company Name:** _____

Address _____

Contact Person _____

Telephone Number _____ Fax: _____

Email: _____

Date(s) of Service _____

Years dealing with firm: _____ Sales per Year to this firm \$_____

Company Name: _____

Address _____

Contact Person _____

Telephone Number _____ Fax: _____

Email: _____

Date(s) of Service _____

Years dealing with firm: _____ Sales per Year to this firm \$_____

Company Name: _____

Address _____

Contact Person _____

Telephone Number _____ Fax: _____

Email: _____

Date(s) of Service _____

Years dealing with firm: _____ Sales per Year to this firm \$_____

NOTE: Vendors wishing to be pre-qualified shall provide a minimum of three (3) references and a client listing. Use additional pages if needed.



**Affirmation of Vendors Affidavits
Backfile Scanning and Scanning Services**



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm		Date

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	